



# Bharat Heavy Electricals Limited

(A Govt. of India undertaking)

Boiler Auxiliaries Plant, Ranipet – 632406, Tamilnadu

## DETAIL OF TENDER DOCUMENT

**Nature of Work:** 6 MBPS Internet Leased Line (1:1) Bandwidth at BHEL Ranipet

1. INFORMATICS CENTRE, BHEL RANIPET, is in the process of finalizing contract for: “6 MBPS Internet Leased Line (1:1) Bandwidth at BHEL Ranipet”
2. The tender documents are detailed as follows

S.No.	Description	Annexure No.	Page No.
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The duly filled in Technical and Price / Rate bids along with the instructions to the tenders, Contractor’s Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as

“**Quotation for Tender No. BHEL:BAP:IC:3205B DATED 05/08/2015**” should reach us in a sealed cover on or before **28/ 08/ 2015 (14.00 hours)** through Registered / Speed post or the same may be dropped in the tender box available at the following address:-

**Engineer,  
Informatics Centre  
Engineering Building  
BHEL, Ranipet**

**Note:** Submitting or Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

**3.** Technical bid and Price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the “bids” are liable to be rejected.

Prepared by	Reviewed by	Approved by
Shantanu Singh/Engr(IC)	M P Sivasubramani/DGM(IC)	B Venkateshwar/AGM(IC)

**NOTICE FOR INVITING TENDER**

1. Scope of Work	6 MBPS Internet Leased Line (1:1) Bandwidth at BHEL Ranipet
2. Tender Evaluation Criteria	As Per Annexure –E
3. Duration of the Contract	Two years from the date of the award of the contract
4. Other specific requirements	As per Tender
5. Nature of Tender	Open Tender(Two Part)
6. Last date of receipt of the Tender	28/08/2015 14:00 hrs.
7. Date of opening of Techno Commercial Bid	28/08/2015 14:30 hrs.
8. Address for receipt/issue of tender	Engineer, Informatics Centre BHEL RANIPET – 632 406

**9. EARNEST MOMENT DEPOSIT (EMD):**

An amount of Rs. 10,000/- (Rupees Ten Thousands Only) will have to be paid as EMD (Earnest Money Deposit) either as cash (as permissible under Income Tax Act) at our cash office or as DD to be drawn in favor of “**BHEL,Ranipet payable at State Bank of India, Mukundarayapuram ,(MRPURAM PROJECT Code No:07013) Ranipet**”. In case, DD obtained from other banks, the same to be “Payable at Ranipet”.

Offers without EMD, will be rejected. The EMD amount of the unsuccessful tenderers will be returned on placement of the LOI and acceptance by the successful vendor.

EMD by the tenderer will be forfeited if,

- i. After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates.
- ii. The tenderer does not commence the work within the period as per LOI/Contract or 15 days from after award of contract.

EMD shall not carry any interest.

Vendors registered with NSIC will be exempted from depositing EMD amount on submission of proper documents as per Annexure (I).

**10. SECURITY DEPOSIT:**

Security Deposit shall be collected from the successful tenderer. The rate of security deposit will be as below for the business value as mentioned:

Up to Rs. 10 lakhs : 10%

Above Rs. 10 lakhs up to Rs.50 lakhs : 1 lakh + 7.5% of the amount exceeding Rs.10 lakhs

Above Rs.50 lakhs : Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favor of BHEL.

- iii) Local cheques of Scheduled Banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favor of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit shall also be recoverable at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD amount shall be converted and adjusted against the Security Deposit.
- ix) The security deposit shall not carry any interest.

Note:

Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to Hypothecation or endorsement on the documents in favor BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

All compensation or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL

Vendors registered with NSIC will be exempted from depositing Security Deposit amount on submission of proper documents as per Annexure (I).

## **WORK SPECIFICATION & CONTRACTOR OBLIGATIONS**

### **Scope of Work:**

#### **1. TECHNICAL & FUNCTIONAL REQUIREMENT**

BHEL intends to setup a 6 Mbps 1:1 Internet Leased Line circuit for a period of two year.

The scope of work includes supply, installation, configuration, provisioning, commissioning, management & monitoring of proposed Internet circuit. This broadly includes following:

- a. Supply, Installation and configuration of end equipment like fiber circuit etc.
- b. Providing dedicated Internet Port of 6 Mbps with 1: 1 committed information rate. The bandwidth must be exclusively dedicated for BHEL.
- c. Provisioning of Last Mile from the Service Provider's nearest POP to BHEL Ranipet location. The last mile should be on fiber.
- d. Termination, Configuration & Commissioning of the links with BHEL Firewall, Link load balancer (Array 1600) & router (Cisco 2900). Vendor has to post suitable and competent Network Engineer to work with BHEL Engineer for making configuration level changes in Router, Load Balancer, Firewall as required for commissioning the full project.
- e. Sustainance services for Internet link and all equipment provided by Bidder during the entire contract period.
- f. Bidders shall provide the rack to house the Fiber and all indoor equipment, if required. Bidder has to do site visit in advance and check for the space suitability for housing the rack. Rack may have to be shipped in knocked down format and assembled again in Switch/Server room.
- g. The Service Provider shall provide 24x7 service supports for call logging and fault rectification for the Internet circuit which means support for the physical link as well as associated hardware supplied to make the circuit functional. Escalation matrix shall be provided by Bidder.
- h. IPv6 Compliance: The network should be fully IPv6 compliant. It should be possible to run both IPv4 & IPv6 concurrently on the network i.e. Dual Stack. Internet IP Addresses for both IPV4 (16 Numbers with minimum 12 usable IPs) & IPV6 (/64 numbers) are to be provided
- i. IP ADDRESSES, Reverse DNS entries and Name Resolution Facility:
- j. The Service Provider shall provide BHEL with 16 nos. globally valid IPv4 Addresses (minimum 12 usable IPs) and 64 nos. globally valid IPV6 Addresses from its pool.
- k. All IPs provided by Bidder shall have Reverse DNS entries enabled from day one so that any Mail Servers being implemented with Bidder's IP shall have Reverse DNS entry so that other servers on

Internet do not reject Mails from these servers for lack of DNS entry.

- I. Network Management & Support: The Service Provider shall do proactive monitoring and fault management of the network on an End-to-End basis remotely from its own Network Operations Centre (NOC) and provide the report through standard MRTG reports available through Web access or some other online means

## **2 INSTALLATION:**

- a. The Bidder shall carry out total installation work as per the requirements of the complete project.
- b. Necessary power and communication cables for complete H/W installation including interfacing cables required for inter-connection of different equipment supplied by Bidder are in the scope of Bidder and shall be supplied at no extra cost.
- c. The installation work shall be carried out in a neat workman-like manner by skilled, experienced and competent workmen.
- d. All skilled & unskilled labour, materials, equipment, instruments, hardware, tools, consumables, fasteners, accessories etc. whether specifically mentioned or not in the specification but required for complete installation and testing in all respects will be in the scope of the Bidder and no extra cost shall be paid for the same.

## **3 INTERFACE EQUIPMENT**

- a. Rack for housing fiber circuit and associated equipment like modem, battery etc. and Router, If required. The Rack shall be installed in Switch/Server room at BHEL Ranipet. Bidder to visit the site to ascertain the requirement for this.
- b. Bidder should specify any other equipment (if required) for interfacing. It shall be the Bidder's responsibility to configure and demonstrate the total solution so that it performs satisfactorily.
- c. It shall be successful Bidder's responsibility to interface the circuit with existing available Firewall, Link load balancer (Array 1600) & router (Cisco 2900) by making requisite configuration on the same.

## **4 ACCEPTANCE TEST PROCEDURE (ATP):**

- a. ATP shall be conducted by the Service Provider to establish that the connectivity and all hardware and software has been supplied by the Bidder strictly as per the specifications and is in perfect working conditions.
- b. Once the system is fully installed (as per technical & functional requirement) and is made operational, its operation and performance would be observed for duration of two continuous working days. The ATP would start on a mutually agreed date and time after the preliminary observation of two days.
- c. At least one representative of the Service Provider shall be present during the entire ATP, if required. Bidder's representative should be capable of performing all tests, interpret the meaning of each diagnostic and satisfy BHEL representative(s) with satisfactory answers.
- d. Following procedure would be followed during the ATP:

- e. The complete system with all its hardware and software would be operated continuously for two continuous working days on 24 hours per day basis. Requisite requirements of IP numbers, DNS services, reverse DNS entry etc. shall be tested
  
- f. An overall availability of 99 % would be ensured by the Bidder during ATP for the leased line and the interface equipment. If any equipment or the leased line is not available for more than eight (8) hours or if it is found at the end of ATP that its availability is less than 99 %, BHEL would not accept that particular equipment or the leased line and its ATP would restart (from zero) after making necessary rectifications/replacements. If any equipment or the leased line is not operating to its full specifications, it shall be treated as down for the purpose of computation of its availability. However, downtime shall not be counted for problems because of the equipment (H/W & S/W) from sources other than the Bidder
  
- g. During the physical verification, it would be established that all hardware and software have been supplied as per BHEL technical specifications.
  
- h. All problems/deficiencies as pointed out by BHEL shall be immediately attended to by the Bidder.
  
- i. BHEL shall issue an ATP certificate on successful completion of ATP, provided that an overall availability of 99% has been achieved and no hardware or software problem/ deficiency reported during the ATP is pending. Further, no major hardware or software problem/deficiency which indicates that the supplied hardware/software is of poor quality and/or faulty design was detected during the ATP.

## **QUALIFYING REQUIREMENTS**

### **13.0 Eligibility Criteria for Bidders**

- a) The bidder should be a company/firm that is registered/incorporated in India.
- b) The bidder should not be involved in any bankruptcy Issues. The bidder should give a declaration to this effect in the format given in Annexure (VIII).

**c) AVERAGE FINANCIAL TURNOVER:**

The Average annual financial turnover of the bidder during the last 3 years ending 31st March of the previous year should be at least 1.34 lakhs. Supporting documents in form of Copy of Balance sheet, Profit & Loss Account duly certified & audited by Chartered Accountant has to be submitted by the bidder.

- d) **EXPERIENCE** of having successfully completed similar works during last 7 years ending 31<sup>st</sup> July 2015 should be either of the following:-

Must have executed at least 3 (three) similar works in the last 7 years for minimum Rs 1.8 lakhs in each order.

**(Or)**

Must have executed at least 2 (two) similar works in the last 7 years for minimum Rs 2.2 lakhs in each order

**(Or)**

Must have executed at least one similar works in the last 7 years for minimum Rs 3.6 lakhs in each order

**Note: Similar work means Installation, Termination and Commissioning of Internet Leased Line.**

- e) Documentary evidences in form of copy of completion certificates from the customer justifying the above mentioned conditions should be submitted along with the Technical Bid.
- f) Bidder should not be under hold or delist or banned by any of BHEL unit as on bid opening date for 6 Mbps Internet **Leased** Line (1:1) at BHEL Ranipet. Bidder should give declaration to this effect in the format given in Annexure (VII)
- g) The bidder can also be an MSME vendor registered as per MSME act. The guidelines issued by government from time to time for engaging MSME vendor, will be applicable. However, there can be no relaxation in the eligibility criteria mentioned above.

## **INSTRUCTION TO BIDDERS**

- I. There can be only one bid from each Bidder.
- II. Bidder shall quote for full scope of the Tender .The contract will be awarded to one vendor for full scope of the tender and will not be split.
- III. The bidder should fulfil all statutory and safety requirements for personnel engaged while executing the contract. If BHEL has to incur any expenditure due to non-compliance of the applicable statutory provisions, the same will be compensated by the Bidder.
- IV. BHEL reserves the right to verify / confirm all original documentary evidence submitted by vendors in support of the eligibility criteria. Upon verification, evaluation / assessment, if any information furnished by the bidder is found to be false / incorrect, their total bid will be rejected and no correspondence on the same shall be entertained.
- V. The Bidder along with its associate/collaborators/sub vendors/sub-contractors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
- VI. **PROCEDURE FOR SUBMISSION OF BIDS**
  - a. Earnest Money Deposit (EMD): EMD of Rs. 10,000/- shall be submitted with the offer, in the form of Demand Draft from any nationalized bank / scheduled bank, drawn in favour of M/s Bharat Heavy Electricals Limited, Ranipet, Payable at Ranipet. EMD is exempted for bidders having valid registration with NSIC (National Small Industries Corporation Ltd).
  - b. The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the document means that the bidder has fully understood the Tender and complies with all the requirements.
  - c. The Techno-Commercial bid and the Price Bid shall be submitted on or before 14:00 Hrs of the due date indicated in the tender notice.
  - d. Offer shall be made in two parts in separate envelopes, as specified below.

### **Part-I: Techno-Commercial Bid**

This part shall consist of the following documents in a separate envelope:

- a. Demand Draft for Rs 10,000/ towards EMD (Earnest Money Deposit).
- b. All pages of the tender document should be signed.
- c. Un-priced Price Bid format duly signed with the tax break up details. Un- Priced Price Bid shall not contain any Price Information.
- d. All the supporting documents satisfying the Eligibility Criteria/Qualifying Criteria as specified in Annexure C. Bidder may include literature/leaflets, which is relevant to the offer and no general literature shall be enclosed.
- e. Copy of Service Tax registration Certificate, TIN No. and PAN No.
- f. The offer shall not contain any counter Conditions / Terms by the bidder.

### **Part-II: Price Bid**

This part shall consist of the following documents in a separate envelope:

- a. Price Bid as per the format given. The prices shall be quoted in Indian Rupees only.
- b. Price Bid shall not contain any technical details and/or Techno-Commercial terms/conditions.

## **VII. MARKING ON THE ENVELOPE**

The offer – Part-I and Part-II – shall be enclosed in separate envelopes with bidder's distinctive SEAL and super-scribed with the details given below:

**PART-I: 1. "PART-I: TECHNO-COMMERCIAL BID"**

**2. Tender Reference and Description of the Tender**

**3. Due Date for Opening of the Tender**

**PART-II: 1. "PART-II: PRICE BID"**

**2. Tender Reference and Description of the Tender**

**The two Envelopes of Part-I and Part-II shall be enclosed in another envelope and submitted with markings specified below:**

**1. Tender Notice / Tender Reference and Description of the Tender**

**2. Due Date for Opening of the Tender**

**3. Bidder's Address and SEAL**

**Note: Un-sealed envelopes and envelopes not super-scribed as above are liable to be rejected.**

**VIII. BID OPENING**

- a. PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notification, in the presence of bidders who may like to attend. Part-II (Price Bid) shall be opened only for such offers, which have qualified after evaluation of PART-I.
- b. For Price Bid (Part-II) opening, date and time of Price opening shall be intimated to the bidders qualified in PART-I.
- c. Not more than two representatives will be permitted to be present for the tender opening. Representative participating in Tender Opening must bring company's authorization letter in original.
- d. Unsolicited bids shall not be entertained at any stage of the tendering process.
- e. No Literature / Data Sheets other than what is relevant for the offer shall be enclosed. All such enclosures shall be considered as unread and also will not be considered as part of the quotation.
- f. BHEL reserves the right to carry out negotiations with bidder on the tender offer / price.

IX. Tenders received through email/fax will not be considered.

X. BHEL has the right to cancel this Tender with or without assigning any reasons.

XI. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words.

XII. The rate quoted will be valid for the period of contract.

XIII. The contractor should comply all the statutory labour laws such as PF/ESI/Bonus/Min. wages etc applicable to this contract.

## **TENDER EVALUATION CRITERIA**

The Evaluation of the tender will be carried out as follows:

- a. The bidders shall be evaluated based on the qualifying requirements as given in Annexure 'C'.
- b. Price Bids will be opened only for Techno-Commercially accepted bidders.
- c. The contractor shall be awarded the work on overall L-1 basis for full scope of the Tender.

## **GENERAL TERMS & CONDITIONS OF TENDER**

### **14.0 Amendment of bidding documents**

BHEL may at its sole discretion amend the bidding documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.

Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted on the BHEL web site (<http://www.bhel.com>) only in tender notification site.

### **15.0 Late Bids**

Any bid received by BHEL after the deadline for submission of bids will be summarily rejected and returned unopened to the bidder.

### **16.0 BHEL's Right to accept or Reject any or all Bids**

BHEL reserves the full right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

### **17.0 Price and Validity:**

- a. Price shall be firm throughout the tenure of the contract. Variation of what so ever nature is to Vendor's account. Applicable taxes shall be quoted separately in unambiguous terms. Invoices for claiming the contract price shall be as per the prevalent law. BHEL may avail CENVAT/service tax credit and vendors invoice to support the same.
- b. Price should be valid for a period of ninety days (90 days) from the date of opening of the tender.
- c. Bidder should give the price bid in the format as per Annexure X.

### **18.0 PAYMENT TERMS**

Payment shall be released on a quarterly basis at the end of each quarter after duly certified by Informatics Centre, BHEL Ranipet.

### **19.0 SERVICE LEVEL AGREEMENT (SLA):**

#### **19.1 Network Availability & Performance:**

The Network availability and performance parameters will be as under:

FOR INTERNET LEASE LINE		
S. NO.	Service Level Parameter	Minimum BHEL Requirement per Quarter
1	Uptime (OF LEASED LINE)	<b>99%</b>

**Note:** This shall be calculated on monthly basis.

### **19.2 Computation of Availability:**

Availability of service shall be assessed by the following formula:

$$\text{Uptime} = 100 * \left( 1 - \frac{\text{Total outage duration in minutes}}{\text{No. of days in month} * 24 * 60} \right)$$

Note: Scheduled Maintenance Time and planned outage by BHEL will not be included for downtime calculation.

### **20.0 EXECUTION, PENALTY and TERMINATION**

- a. **Execution:** Installation requirements will be intimated to the Bidder and shall be completed as per BHEL schedule.
- b. **Penalty:** Applicable rate 0.5% and ceiling value 10.00 %. If the vendor fails to deliver the materials and commission the contracts within the period specified in the contract due to reasons not attributable to BHEL RANIPET, BHEL RANIPET shall deduct the penalty amount equivalent to 0.5% of the total price for each week of delay and upto maximum of 10 % of the total price of the delayed contract.
- c. **TERMINATION:** BHEL reserves the right to cancel the order for delay or non-performance, without any monetary or legal obligations.

### **21.0 Service Tax :**

The Bidder shall not include Service Tax in their quoted rates; but the bidder has to separately indicate the Service Tax rate, amount and workings thereof in the Price bid schedule included in the bid documents.

If service tax amount is not indicated separately in the price bid schedule included in the Bid documents, it will be presumed that the quoted rate is inclusive of applicable service tax and bids will be evaluated accordingly.

Bidders have to quote the applicable Service Tax payable in the Price bid format included in the Bid document which shall be considered for evaluation. The same shall be considered for reimbursement against valid documentary evidence to successful bidders.

The documentary evidence should comprise the following documents:

- a) Copy of service tax Registration certificate.
- b) Copies of challans for deposit of service tax.
- c) A certificate from the vendor that the tax collected from BHEL has been remitted to tax authorities and the certificate should be signed by the authorized official of the contractor mentioning name and designation.

No interest shall be payable by BHEL on EMD/SD if applicable or any money due to the contractor by BHEL.

### **22.0 Due recovery :**

BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit.

### **23.0 Non-Disclosure Agreement :**

The successful bidder should execute a Non-Disclosure Agreement as given in the format in Annexure III.

### **24.0 Discrepancy in “words “ & “ Figures “ :**

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by

the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

#### **25.0 Contract Agreement:**

Successful bidder shall sign the Contract Agreement signed on bond paper (Rs 20 /- ) as per annexure to be submitted before commencement of work in the format enclosed in Annexure IX.

#### **26.0 Settlement of Dispute/Jurisdiction/Arbitration etc:**

BHEL Reserve the following rights to evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Ranipet Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

#### **27.0 Confidentiality**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

#### **28.0 ARBITRATION:**

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the parties.

#### **29.0 JURISDICTION & GOVERNING LAWS:**

29.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

29.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

**MSME CERTIFICATION**

**Annexure I**

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity(five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate(as below) where deemed validity of EM II certificate of five years has expired)applicable for the relevant financial year(latest audited). Date to be reckoned for determining the deemed validity will be the last date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal .Documents should be notarized or attested by a Gazetted officer.

All MSE suppliers shall continue to be in PMD with MSE status based on the EM II certificate or valid NSIC certificate.

Any new supplier will be eligible for registration with BHEL as MSE supplier provided at least any one of the following documents are submitted along with application for registration.

- a) Valid NSIC certificate or
- b) Entrepreneurs Memorandum part II(EM II) certificate ( valid based on deemed validity of 5 years ) or
- c) EM II certificate alongwith attested copy of CA certificate( as per prescribed format as below applicable for the relevant financial year(latest audited) , where the deemed validity of EM II is over.

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per clause9ii) at the time of tender evaluation.

**Certificate by Chartered Accountant on Letter head**

This is to certify that M/s.....,

(hereinafter referred to as 'Company') having its registered office at.....

..... is registered under MSMED Act 2006,(Entrepreneur memorandum No(Part-II)..... dtd:.....

Category:.....(Micro/Small).(Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year ..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery(i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722( E) dated October 5, 2006: Rs..... Lacs
2. For Service Enterprises: Investment in equipment( original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006. Rs..... Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of Rs..... Lacs for.....Micro/Small(Strike off which is not applicable)Category under MSMED Act 2006 **(Or)**

The company has been graduated from its original category(Micro/Small)(Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .....(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O.No.3322(E) dated 01-11-2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number

Seal of Chartered Accountant

**Un-Priced Bid Format**

Detailed Description of Materials and Work content	Unit	Qty.	Rate/unit (in Rs.)	Value (In Rs.) for Two Years	Appl. Taxes (in %)	Tax Amt. (in Rs.)	Total Amount (In Rs.)
1. 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET for 2 Years	Nos.	1					
<b>Sub total</b>							
<b>Gross Total Amount (including Taxes and duties)</b>							

**Note: Bidder has to clearly specify the Tax in % in the format given and fill the remaining blanks in all the columns as 'Quoted' and submit this filled page also while submitting for the Technical Bid.**

**NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

I will abide by the ISMS manual of BHEL, Ranipet.

Dated at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Name:

Company:

Signature:

## Annexure IV

## Compliance Sheet

Sl. No	Description	Accepted (Yes/No)	Remarks
1)	Vendor is to provide <b>6 MBPS INTERNET LEASED LINE (1:1)</b> with <b>16 IPV4</b> Addresses (with minimum <b>12 usable IPs</b> ) and <b>64 IPV6</b> Addresses. The vendor shall comply the <b>SLA</b> as specified in the General Terms and conditions Clause 19. The contract period is of two year from the date of the placement of PO.		
2)	Vendor should comply all the Clauses of Annexure B		
3)	The rates quoted shall be firm during the tenure of the contract. Payment shall be released on a quarterly basis at the end of each quarter after duly certified by Informatics Centre, BHEL Ranipet.		
4)	Only taxes and duties indicated in the price schedule is reimbursable. The vendor is to issue tax invoices as per law. Any statutory variation during the tenure will be reimbursable. As BHEL is entitled CENVAT on service taxes, the reimbursement of the same is subject to availment of CENVAT.		
5)	The Successful bidder shall enter into a Contract agreement with BHEL on non-judicial stamp paper of required value, at vendor's own cost, in the format given in Annexure-IX.		
6)	The Successful bidder has to sign the NDA (Non-Disclosure Agreement) in format given in Annexure-III.		
7)	Vendor should comply all the clauses of Tender specification in total.		

ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	<b>NAME &amp; ADDRESS OF THE SUPPLIER / VENDOR</b>	<b>PAN No</b>																		
02	<b>VENDOR CODE</b> (as in WORK ORDER)																			
03	<b>Details of Bank Account:</b>																			
A)	<b>NAME &amp; ADDRESS OF THE BANK</b> (WITH PIN CODE)																			
B)	<b>BANK TELEPHONE NUMBER</b> (WITH STD CODE)																			
C)	<b>BANK BRANCH CODE</b>																			
D)	<b>MICR CODE</b>																			
E)	<b>ACCOUNT NUMBER</b>																			
F)	<b>TYPE OF ACCOUNT</b>	CURRENT A/C / OD / CASH CREDIT																		
G)	<b>VENDOR NAME AS PER BANK RECORDS</b>																			
H)	<b>BANK BRANCH RTGS IFSC CODE</b>																			
I)	<b>BANK BRANCH NEFT IFSC CODE</b>																			
J)	<b>VENDOR'S E-MAIL ID</b> (give two ids)																			
K)	<b>NAME OF AUTHORISED SIGNATORY</b>																			

**CERTIFICATE**

I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

AUTHORISED SIGNATORY OF VENDOR WITH SEAL

**Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of \_\_\_\_\_ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

PLACE: \_\_\_\_\_

(Manager / Officer's

DATE: \_\_\_\_\_

(Signature Under Bank stamp)

Authorization no:

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorized Signatory and certified by Banker.

**ANNUAL TURNOVER OF BIDDER**

<b>Sl.No.</b>	<b>Financial Year</b>	<b>Turnover (In Rs. Crores)</b>
1		
2		
3		

**Note:** During the last 3 years ending 31st March of the previous year

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**CONFIRMATION ON NOT HOLD/DELISTED/BANNED**

With reference to the tender<tender ref no>we confirm that we have not been under hold or delist or banned by any of BHEL unit as on bid opening date for 6 Mbps Internet Leased Line(1:1) Bandwidth

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

**CONFIRMATION OF NOT BANKRUPTED**

With reference to the tender<tender ref no> we confirm that we have not been involved in any bankruptcy issues as on bid opening date for 6 Mbps Internet Leased Line(1:1) Bandwidth..

Signed By:

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Organization: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Phone/Fax/Mobile/Email: \_\_\_\_\_

Stamp & Seal: \_\_\_\_\_

Place:

Date:

Contract Ref:

**Agreement for 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET**

This agreement made on this \_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ (hereinafter called the 'Company') of the one part, and the BHARAT HEAVY ELECTRICALS LIMITED,RANIPET 632 406, incorporated under the Companies Act, 1956 and having its registered office in BHEL House, Siri Fort, New Delhi (hereinafter called the 'BHEL') of the other part.

Whereas 'Company' is in the business of providing Internet line and whereas the 'BHEL' has placed an order (<loi ref no and date>) on Company for 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET for a period of two year as per contract (<loi ref no and date>) and 'Company' has agreed to provide 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET under the following terms and conditions.

Now, therefore, the agreement witnessed as follows:

**30.0 CONTRACT REFERENCE:**

30.1 This Document shall be read along with the contract ((<loi ref no and date>). This Terms and Conditions of the contract shall be fulfilled along with the clauses of this agreement.

**31.0 SCOPE OF CONTRACT (in brief):**

Company will provide 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET for a period of two year in consideration of the payment as per Terms and Conditions of the Contract.

**32.0 DEFINITIONS:**

In this agreement, 'Contract' means the Contract referred in the Clause 1.1

**33.0 PAYMENT TERMS:**

Payment shall be released on a quarterly basis at the end of each quarter after duly certified by Informatics Centre, BHEL Ranipet.

**34.0 TERMINATION AND FORE-CLOSURE:**

'BHEL' reserves the right to terminate the order/contract, upon situations arising due to non-compliance of contract Terms and conditions.

On termination of the 'Contract', no payment shall be payable to 'Company' for the remaining period from the date of Termination.

**35.0 CONFIDENTIALITY:**

'Company' and its representatives shall, at all times, maintain complete confidentiality of all data, information, software, drawings and documents, etc. belonging to 'BHEL' and also of the systems, procedures, reports, input documents, manuals, results and any other documents discussed and/or finalized during the course of execution of the 'contract.

**36.0 ARBITRATION:**

In all cases of disputes emanating from and in reference to this agreement the matter shall be referred to the sole arbitration of the Head of the Unit of BHEL, Ranipet or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Head of the Unit to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules thereunder. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award. The decision of the sole arbitrator is binding on both the

parties.

**37.0 JURISDICTION & GOVERNING LAWS:**

37.1 In case of any suit or other legal proceedings arising under this contract the courts at Ranipet (Vellore District) Tamil Nadu only shall have the jurisdiction. This contract will be governed in all respects by India Laws.

37.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

**38.0 ENTIRE CONTRACT:**

38.1 The Contract No: (<loi ref no and date>) forms part of this agreement along with the references mentioned therein.

38.2 This agreement and any amendments thereto shall be valid and binding upon 'Company' only if signed by the Authorized signatories of both 'BHEL' and 'Company'.

IN WITNESS WHEREOF, 'BHEL' has caused this agreement to be signed at Ranipet, the day and year first above written, while 'Company' has caused this agreement to be signed at \_\_\_\_\_ through its authorized signatory – under their stamp who are the only constituted attorneys for this purpose, the day and year indicated below against the execution on its behalf.

SIGNED AND DELIVERED FOR & on behalf of the above named 'Company' by its authorized representative:

At Ranipet this    day of    2015

**Annexure X**

**Price Bid**

Detailed Description of Materials and Work content	Unit	Qty.	Rate/unit (in Rs.)	Value (In Rs.) for Two Years	Appl. Taxes (in %)	Tax Amt. (in Rs. )	Total Amount (In Rs.)
1. 6 MBPS INTERNET LEASED LINE (1:1) BANDWIDTH AT BHEL RANIPET for 2 Years	Nos.	1					
<b>Sub total</b>							
<b>Gross Amt. (including Taxes and duties)</b>							